

**CONTRACT #29**  
**RFS # 317.03-187**  
**FA # Pending**

**Department of Finance &  
Administration  
Office for Information  
Resources (OIR)**

**VENDOR:**  
**Nashville State Technical  
Community College**



RECEIVED

APR 14 2008

FISCAL REVIEW

**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
OFFICE FOR INFORMATION RESOURCES  
312 EIGHTH AVENUE NORTH  
SUITE 1600, TENNESSEE TOWER  
NASHVILLE, TENNESSEE 37243-0288  
(615) 741-3700  
FAX (615) 532-0471

DAVE GOETZ  
COMMISSIONER

MARK BENDEL  
CHIEF INFORMATION OFFICER

April 11, 2008

Mr. James W. White  
Executive Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
Nashville, TN

Dear Sir:

Please find attached, for the Fiscal Review Committee's consideration, documentation of a new Non-Competitive Contract with Nashville State Technical Community College for the provision of student resources to augment the Department of Finance and Administration, Division of the Office for Information Resources and the Information Technology Management Association (ITMA). The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

To facilitate the Committee's review, we present the following summary of the new contract:

1. The reasons for Finance and Administration acquiring these services:
  - To allow students to grow (learn) while working for the State of Tennessee
  - To be a positive experience for both students and the State.
  - To make the state the employer of choice upon graduation
2. Since 1998, the State's had in place a Non-Competitive Negotiation contract with Nashville State Technical Community College (NSTCC). The current contract expires June 30, 2008
3. The Co-op Program was started in July 1998. Through December of 2007, the program has recorded the following milestones:
  - Over 300 students used by the State over the life of the program
  - 34 students currently working as co-ops
  - 13 students hired as full time state employees over the past year
4. The Co-op Program has been a major success for the ITMA community and the Co-op students. NSTCC has provided excellent training and support of the Co-op students. NSTCC's proximity to downtown Nashville and their desire to work with the State to ensure their classes meet the focus and direction of our technology infrastructure are key benefits of the program. The are both long and short term benefits are having the Co-op students working on a day-to-day basis in the various agencies, it helps the student learn and develop their job skills, it helps

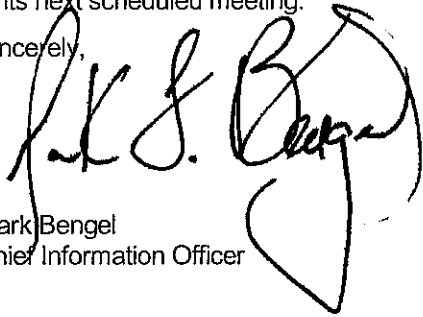
April 11, 2008

the agency meet it's IT needs, and it is an excellent recruiting tool as many of these Co-op students become full time state employees after graduation.

5. Middle Tennessee State University was not interested in administering a contract such as this. We are piloting a program with the University of Tennessee, Knoxville, to provide co-ops as State employees using the Student Assistant classification.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bengel". The signature is stylized with a large, looping "M" and a cursive "Bengel".

Mark Bengel  
Chief Information Officer



# FAX/EMAIL TRANSMITTAL

## to Request OIR Procurement Endorsement

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management **FAX # 741-6164**

**FROM :** Bill Beecroft, Director of Administration **FAX # 532-0471**

**DATE :** February 6, 2008

**RFS #** 317.03-187-08 – Coop Student Contract w/ Nashville State Community College

**RE :** Procurement Endorsement — Non –Competitive Amendment Contract

**INFORMATION SYSTEMS PLAN PROJECT: N/A**

**NUMBER OF FAX PAGES (including cover) : N/A**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Bill Beecroft at 615 253-1786.

**Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).**

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior - amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

**OIR Endorsement :**

*Mark Banzel (gr)*

4/1/08

**OIR Chief Information Officer**

**Date**

# REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	317.03-187-08	
2) State Agency Name :	Department of Finance and Administration	
3) Service Caption :	Nashville State Technical Community College Coop Student Services	
4) Proposed Contractor :	Nashville State Technical Community College	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$4,666,150.00	
8) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
Provide student resources to augment the Department of Finance and Administration, Division of the Office for Information Resources and the Information Technology Management Association (ITMA).		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
<ul style="list-style-type: none"> <li>To aid in easing the effects of Information System staff shortages and workload demand peaks</li> <li>To allow students to grow (learn) while working for the State of Tennessee</li> <li>To be a positive experience for both students and the State.</li> <li>To make the state the employer of choice upon graduation</li> </ul>		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
Since 1998, the State's had in place a Non-Competitive Negotiation contract with Nashville State Technical Community College (NSTCC). The current contract expires June 30, 2008.		
12) Name & Address of the Proposed Contractor's Principal Owner(s) : ( <u>not</u> required if proposed contractor is a state education institution)		

**13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :**

The Co-op Program was started in July 1998. Through December of 2007, the program has recorded the following milestones:

- Over 300 students used by the State over the life of the program
- 34 students currently working as co-ops
- 13 students hired as full time state employees over the past year

Co-op students have shown themselves to be capable of many assignments including developing web pages, help desk support, application development, application and system testing, providing LAN/WAN Support, hardware and software support.

**14) Documentation of Office for Information Resources Endorsement :**

(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**

(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**

(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

Middle Tennessee State University was not interested in administering a contract such as this. We are piloting a program with the University of Tennessee, Knoxville, to provide co-ops as State employees using the Student Assistant classification.

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process:**

(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The Co-op Program has been a major success for the ITMA community and the Co-op students. NSTCC has provided excellent training and support of the Co-op students. NSTCC's proximity to downtown Nashville and their desire to work with the State to ensure their classes meet the focus and direction of our technology infrastructure are key benefits of the program. When you compare the cost of Co-op students at \$13.00 to \$15.00 an hour against the cost of IT Contractors, ranging from \$21.00 to \$95.00 an hour, the savings are significant. The short-term benefits are having the Co-op students working on a day-to-day basis in the various agencies, meeting their IT needs. The long-term benefits are having these same Co-op students working as full time state employees for several years after they graduate.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

3/28/08  
Date

DRAFT

RECEIVED

APR 14 2008

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE**

**FISCAL REVIEW**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Nashville State Technical Community College, hereinafter referred to as the "Contractor," is for the provision of student assistants, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: 620808901-00

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor Shall:
- a. Provide student resources to augment the Department of Finance and Administration, Division of the Office for Information Resources and the Information Technology Management Association (ITMA).
  - b. Advise and enroll students in the Cooperative Education program at all times to allow participation in this work plan.
  - c. Select students at the College to receive work related experiences who are actively engaged in a course of study related to the functions of Information Technology, Business Technology and Engineering technology programs, and who have at least one year remaining in planned studies
  - d. Replace students working under this contract at the request of the Procuring State Agency under the following conditions:
    - (1) Causes relating to performance of duties
    - (2) Causes relating to conduct which may affect a student employee's ability to successfully fulfill the requirements of his /her assigned job.
  - e. Provide the Procuring State Agency with assistance in collecting Procuring State Agency provided employee identification and/or security cards at such time the student is no longer a participant under this contract.
  - f. Have each student sign a confidentiality form regarding the work they will perform and provide the signed form to the State.
- A.3. The Procuring State Agency Shall:
- a. Provide students an average of not less than fifteen (15) hours nor more than thirty-five (35) hours per week during the academic year, except with mutual consent with the Procuring State Agency, Contractor and student. During the extended holiday periods and summer vacations, students can work an average of 37.5 per week upon approval by the Procuring State Agency.
  - b. Provide a written job description including the name of the department where the student is to be assigned, an overview of the job tasks and number of work periods projected.
  - c. Assist the students in completing a "Cooperative Education Learning Agreement" for each work semester.

- d. Maintain and furnish the Contractor Procuring State Agency pay period student time and attendance information.
- e. Submit to the Contractor, each semester, a written evaluation of the student performance on a form supplied by the Contractor.
- f. Both parties will endeavor to resolve unforeseen difficulties in the best interest of the Procuring State Agency, the Contractor and the student.

**A.4 Miscellaneous Policies and Procedures**

- a. Student personnel do not have access to the State clinic.
- b. State Vehicles. Student personnel may not reserve and/or operate State vehicles.
- c. Student personnel will not be compensated for any overtime.
- d. The State may request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's website at <http://www.state.tn.us/finance/act/policy.html>. For any reimbursement for mileage while driving own car for job-related duties, a student will submit a (travel claim) to the Contractor who will invoice the State.
- e. Wireless Phones and Pagers. If the State deems it necessary to the effective performance of Student personnel's assignments, the State will provide wireless phones or pagers to the Student personnel, at the State's expense. This expense must be supported and justified by the Student personnel's State agency project coordinator. The State agency project coordinator will be required to sign all invoices for wireless phone or pager expenses prior to payment. Student personnel shall use such equipment only for State-assignment-related activities.

The State will not reimburse the Contractor or Student personnel for wireless phones or pagers not provided by the State.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million, Six Hundred Sixty-Six Thousand, One Hundred fifty dollars (\$4,666,150.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
  - The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

**COOP STUDENT RATES**

<b>JOB TITLE</b>	<b>HOURLY RATE (7/1/08-6/30/10) Years 1-2</b>	<b>HOURLY RATE (7/1/10-6/30/13) Years 3-5</b>
1 <sup>ST</sup> Semester Coop	\$13.00	\$14.00
2 <sup>nd</sup> Semester Coop	\$14.00	\$15.00
3 <sup>rd</sup> Semester Coop	\$15.00	\$16.00

Service Rates for Years 3, 4, and 5 take effect on the anniversary of the Contract effective date given in Contract Section B. The years associated with the Service Rates in this Section refer to the year in which the work was actually performed, at the hourly rates expressed above, and the Contractor shall bill accordingly.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:  
  
 Bill Beecroft, Director of Administration  
 Department of Finance and Administration, Office of Information Resources  
 16<sup>th</sup> Floor, William Snodgrass Tennessee Tower  
 312 Eighth Avenue North  
 Nashville, TN 37243  
 (Phone) 615-253-1786  
 (Fax) 615-532-0471
  - The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Finance and Administration, Office for Information Resources;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
  - iv. Amount Due by Service; and
  - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise

concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bill Beecroft, Director of Administration  
Department of Finance and Administration  
16<sup>th</sup> Floor William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Ave No.  
Nashville, TN 37243  
[Bill.Beecroft@state.tn.us](mailto:Bill.Beecroft@state.tn.us)  
Telephone # (615) 253-1786

FAX # 532-0471

The Contractor:

Debra Bauer, Vice President of Finance and Administrative Services  
Nashville State Technical Community College  
120 White Bridge Road  
Nashville, TN 37209-4515  
Telephone # 615-353-3300  
FAX # 615-353-3499

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and

its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

**IN WITNESS WHEREOF:**

**NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**M. D. GOETZ, JR. , COMMISSIONER**

**DATE**

**APPROVED:**

---

**M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

# C O N T R A C T   S U M M A R Y   S H E E T

12-11-07

<b>RFS #</b>				<b>Contract #</b>			
<b>317. 03— 187 — 08</b>							
<b>State Agency</b>				<b>State Agency Division</b>			
Department of Finance and Administration				OIR – Bill Beecroft			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
Nashville State Technical Community College				<input checked="" type="checkbox"/> C- or <input type="checkbox"/> V-		620808901-00	
<b>Service Description</b>							
Nashville State Technical Community College Coop Student Services							
<b>Contract Begin Date</b>		<b>Contract End Date</b>		<b>SUBRECIPIENT or VENDOR?</b>		<b>CFDA #</b>	
July 1, 2008		June 30, 2013		Vendor			
<b>Mark Each TRUE Statement</b>							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
317.03		103		383		12	
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
08			\$888,950		\$888,950		
09			\$888,950		\$888,950		
10			\$962,750		\$962,750		
11			\$962,750		\$962,750		
12			\$962,750		\$962,750		
<b>TOTAL:</b>			\$4,666,150		\$4,666,150		

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>	
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Nancy Blevins	
			<b>State Agency Budget Officer Approval</b>	
			Maureen Abbey	
			<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
<b>TOTAL:</b>				
<b>End Date:</b>				

<b>Contractor Ownership</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)				
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *		
<input checked="" type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)			
<b>* Procurement Process Summary</b> (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)				
Since 1998, the State's had in place a Non-Competitive Negotiation contract with Nashville State Technical Community College. The contract expires June 30, 2008. The program has been successful for both the ISM community and Coop students, and provided substantial savings to the State.				